



WASHOE COUNTY

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CM/ACM	<u>KS</u>
Finance	<u>DN</u>
DA	<u>✓</u>
Risk Mgt.	<u>DE</u>
HR	<u>N/A</u>
Comptroller	<u>MS</u>

STAFF REPORT

BOARD MEETING DATE: July 28, 2015

DATE: July 9, 2015

TO: Board of County Commissioners

FROM: Kimble Corbridge, P.E., Project Manager, Engineering & Capital Projects, Community Services Department, 328-2041, kcorbridge@washoecounty.us

THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects, Community Services Department, 328-2043, desmith@washoecounty.us

SUBJECT: Recommendation to award a bid and approve the Agreement for the Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building Project to the lowest responsive, responsible bidder [staff recommends Public Restroom Company in the amount of \$249,953]; and if awarded, direct the Comptroller's Office to make the appropriate budget adjustments. (Commission District 4.)

SUMMARY

The Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building Project consists of the design and construction of a pre-manufactured concession and restroom building which will be placed, fully assembled, in the area between the baseball fields at Eagle Canyon Park in Spanish Springs. This project is compliant with the Eagle Canyon Park Master Plan and the Park District 2C Master Plan and is funded by Park District 2C Residential Construction Tax.

Sealed bids for the Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building were opened on July 2, 2015. One bid was received for this project.

Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building	
Bidder	Amount
Public Restroom Company	\$249,953
Engineer's Estimate	\$275,000

Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

There has been no previous action taken.

BACKGROUND

Eagle Canyon Park is located in Spanish Springs, next to Shaw Middle School and features three baseball fields, two soccer fields, play equipment and group and individual picnic sites. This is a heavily used community park and the athletic fields are permitted to Spanish

Springs Cal Ripken, Great Basin Youth Soccer, Northern Nevada Soccer League, and is host to many traveling athletic tournaments. Currently, concessions are provided out of a temporary mobile trailer and portable restrooms facilities are available for patrons, which is not conducive to the heavy use this park receives.

This project is identified on the adopted Eagle Canyon Park Master Plan and is compliant with the Park District 2C Master Plan. The project is funded by Park District 2C Residential Construction Tax and the project is compliant with NRS 278. Consistent with other concession buildings on County parklands, it is anticipated that the athletic leagues will lease the building to operate the concessions to support league operations and Washoe County will receive a portion of the proceeds to support operations and maintenance of the facility. The lease will be available for the board’s future consideration.

FISCAL IMPACT

The Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building Project is funded by Residential Construction Tax (RCT) Park District 2C (cash fund 404-4415). Sufficient cash is available in fund 4415. Project expenses will be posted to project PK900285-781001, associated with cost center 900280. The project has a \$500,000 budget; \$15,540 was encumbered in Fiscal Year 2014-15 for site design and engineering; the encumbrance will carry forward to Fiscal Year 2015-16.

The following budget adjustments are needed:

Decrease Fund 404-900280-781001	Land Improvements-Capital, District 2C	(\$484,460)
Increase Fund 404 PK900285-781001	Eagle Canyon Park Land Improvements	\$484,460

Maintenance costs will be posted to Pah Rah Maintenance District, operational cost center 140600. No significant increase in expense is anticipated, as we have been paying for portable restroom facilities. Revenue from athletic leagues using the concession portion of the building is expected through the terms of a future negotiated lease agreement.

RECOMMENDATION

It is recommended that the Board of County Commissioners award a bid and approve the Agreement for the Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building Project to the lowest responsive, responsible bidder [staff recommends Public Restroom Company in the amount of \$249,953]; and if awarded, direct the Comptroller’s Office to make the appropriate budget adjustments.”

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be. “Move to award a bid and approve the Agreement for the Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building Project to the lowest responsive, responsible bidder [staff recommends Public Restroom Company in the amount of \$249,953]; and if awarded, direct the Comptroller’s Office to make the appropriate budget adjustments.”

AGREEMENT

Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building Project

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this _____ day of _____, 20____, by and between Washoe County, a political subdivision of the State of Nevada, acting through the Washoe County Commissioners hereinafter called "OWNER" and _____, a General Contractor, Nevada State License No. _____ hereinafter called the "CONTRACTOR".

WITNESSETH:

That the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the Work described in the Specifications entitled "**Eagle Canyon Park Pre-Manufactured Concession/Restrooms Building Project**", prepared by the Department of Community Services, which is attached hereto and incorporated herein as one of the Contract Documents identified in Article 7.

Article 2. Time of Completion

The Work to be performed under this Agreement shall be completed within One Hundred Twenty (120) calendar days of the "Notice to Proceed". Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each additional calendar day required to complete the work.

Article 3. Progress Payments

On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the work done, and may apply for partial payment therefore. The Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certification of work performed will authorize payment in an amount equal to the value of the Work completed less any sums that may be retained by the Owner.

Pursuant to NRS 338.515, Owner shall retain 10 percent (10%) of such estimated value of the Work done as part security for the fulfillment of the Contract until fifty percent (50%) of the Work required by the contract has been performed. When fifty percent (50%) of the Work has been completed to the satisfaction of the Owner, one-half (1/2) of the amount retained by Owner will be paid to Contractor. Thereafter, if in the opinion of the Owner, satisfactory progress is being made, Owner shall retain up to two and a half percent (2.5%) from monthly progress payments as part security for the fulfillment of the Contract until the Work required by the contract has been completed. No partial payment shall be made when, in the judgment of the Owner, the Work is not being diligently prosecuted by the Contractor.

The amount of payments withheld as provided herein shall be retained for a period of thirty (30) days from the date of filing of the Notice of Completion.

Owner shall pay to Contractor at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) the final payment is due under the Agreement, whichever occurs first.

Contractor shall pay the Subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

In accordance with NRS 244.320 and NRS 354.626, if, in any subsequent fiscal year, the County determines not to appropriate or budget funds for the purposes specified in this Contract, or the County determines that it is required to amend previous appropriations or budgeted amounts to eliminate or reduce funding the purposes in this Contract, this Contract will be terminated without penalty, charge, or sanction.

Article 4. Acceptance and Final Payment

As soon as practical following the completion of the Work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Specifications and Agreement have been satisfied, Owner will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5. The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of **Two Hundred Forty Nine Thousand Nine Hundred Fifty Three Dollars (\$249,953)**. This sum is to be paid in the manner and under the conditions hereinbefore specified.

Article 6. Performance and Payment Bonds

The Contractor agrees that he will before this Contract becomes effective, furnish the Owner a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or

companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one (1) year.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, products and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

Article 7. The Contract Documents

The following is an enumeration of the Contract Documents, which are attached hereto and fully incorporated by reference as part of the Contract:

1. DRAWINGS
2. NOTICE TO CONTRACTORS
3. SCOPE OF WORK
4. INSTRUCTION TO BIDDERS
5. BID PROPOSAL AND SCHEDULE
6. GENERAL CONTRACTOR FORM
7. BID BOND
8. PREFERENTIAL BIDDER STATUS
9. LOCAL PREFERNCE BIDDING AFIDAVIT
10. LIST OF SUBCONTRACTORS SUBMITTED WITH BID
11. TWO HOUR ONE PERCENT LIST OF SUBCONTRACTORS
12. AFFIDAVIT OF NON-COLLUSION
13. DEBARMENT CERTIFICATE
14. PREVAILING WAGE CERTIFICATE
15. AGREEMENT
16. PERFORMANCE AND COMPLETION BOND
17. LABOR AND MATERIAL PAYMENT BOND
18. GENERAL CONDITIONS
19. SUPPLEMENTARY CONDITIONS
20. HAZARD COMMUNICATION FORM
21. EXHIBIT A - PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS
22. EXHIBIT B – 2014-15 PREVAILING WAGE RATES – WASHOE COUNTY
23. EXHIBIT C- SECTION 13000 SPECIFICATIONS
24. ADDENDUM NUMBER 1 AND 2
25. ANY VALIDLY EXECUTED CHANGE ORDER, DIRECTIVES OR AMENDMENTS HERETO

Article 8. Nondiscrimination: In accordance with NRS 338.125, in connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age.

This agreement not to discriminate includes, but is not limited to, decisions with respect to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Article 9. Veteran's Preference

Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 10. Prevailing Wage Rates

In the event that the Contract sum is Two Hundred Fifty Thousand Dollars or greater, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
- 2) Is not reported to the labor commission and the Owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

Article 11. Indemnification/Hold Harmless

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Exhibit A is included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 12. Termination

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all Work satisfactorily completed and for materials installed prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

WASHOE COUNTY

Marsha Berkgigler, Chair
Washoe County Commission

ATTEST:

Nancy Parent, Washoe County Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

On this ____ day of _____, 20____, personally appeared before me, a Notary Public, _____, who acknowledged to me that he/she executed the foregoing Agreement.

NOTARY PUBLIC